



STAMPONE O'BRIEN DILSHEIMER LAW
BY: PRINCE HOLLOWAY, ESQUIRE
Attorney I.D. No.: 209591
500 Cottman Avenue
Cheltenham, PA 19012
(215)663-0400
Attorney for Plaintiff(s)

Filed and Attested by the
Office of Judicial Records
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S. RICE
JUDICIAL DISTRICT OF PENNSYLVANIA

THIS IS A MAJOR CASE
JURY TRIAL DEMANDED

ROBERT HORN
1728 Walker Street
Philadelphia, PA 19131

v.

STATE FARM INSURANCE COMPANY
1 State Farm Drive
Concordville, PA 19339

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NO.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance person-ally or by attorney and filing in writing with the court your defense objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
Lawyer Referral
and Information Service
One Reading Center
Philadelphia, PA 19107
(215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede pere dinero o sus propiedades u otros derechos importantes para usted.

Lleva esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion de Licenciados
de Filadelfia
Servicio de Referencia e
Informacion Legal
One Reading Center
Filadelfia, PA 19107
(215) 238-1701

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JURY TRIAL DEMANDED

ROBERT HORN
1728 Walker Street
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COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

NO.

STATE FARM INSURANCE COMPANY :
1 State Farm Drive :
Concordville, PA 19339 :

COMPLAINT

1. Plaintiff, Robert Horn, is an individual and citizen of the Commonwealth of Pennsylvania, residing therein at 1728 Walker Street, Philadelphia, PA, 19131.

2. Defendant, State Farm Insurance Company, is a corporation and insurance company existing under the laws of the Commonwealth of Pennsylvania, with a regular place of business located at 1 State Farm Drive, Concordville, PA, 19339.

3. On or about August 22, 2018, at or about 8:00 p.m., Plaintiff, Robert Horn, was running on Market Street and 21st Street in Philadelphia, PA, when while making a right turn on 21st Street, he was suddenly and without warning struck by a vehicle which was making a right hand turn out of a parking lot, violently striking Plaintiff, causing him to be thrown up onto the hood of the car, causing severe and serious injuries and damages to the Plaintiff as described at length below. The striking vehicle fled the scene of the accident and no information was obtained regarding same.

4. The accident was due in no manner whatsoever to any act or failure to act on the part of the Plaintiff.

5. As a result of the aforesaid accident, Plaintiff, Robert Horn, has suffered injuries which are serious and permanent in nature, including but not limited to: convergence insufficiency, accommodative excess and post-concussion vision syndrome; vestibular dysfunction syndrome stemming from a dramatic concussion; significant visual convergence issues and ocular headaches; cervical strain and sprain; dizziness; visual fatigue; contusions, lacerations, and abrasions over various portions of his body; post traumatic anxiety and depression; severe damages to his nerves and nervous system; and various other ills and injuries which the Plaintiff yet suffers and may continue to suffer for indefinite time into the future.

6. As a further result of the aforesaid accident, Plaintiff, Robert Horn, has been obliged to receive and undergo medical attention and care and to incur various and diverse expenses, all of which have or may exceed the sums and value recoverable under 75 Pa. C.S. Section 1711 and which the Plaintiff may continue to expend and incur for an indefinite time into the future.

7. As a further result of the aforesaid accident, Plaintiff, Robert Horn, has and may continue to suffer a severe loss of his earnings and impairment of his earning capacity and power, all of which may continue indefinitely into the future and exceed the sums and value recoverable under 75 Pa. C.S. Section 1711.

8. As a further result of the aforesaid accident, Plaintiff, Robert Horn, has suffered severe physical pain and trauma, mental upset and anguish and humiliation and may continue to suffer the same for an indefinite time into the future.

9. As a further result of the aforesaid accident, Plaintiff, Robert Horn, has suffered a diminution in his ability to enjoy life and life's pleasures, all of which may continue indefinitely into the future.

COUNT I
ROBERT HORN V. STATE FARM INSURANCE COMPANY
CONTRACT ACTION – UNINSURED MOTORIST CLAIM

10. Plaintiff herein incorporates by reference all of the allegations contained in Paragraphs 1 through 9 as if fully set forth at length herein.

11. By contract, Plaintiff, Robert Horn, is and was the insured under a policy of automobile insurance with State Farm Insurance Company, Policy No. 330 7409 E28 38, which was in effect on the date and time of the above referenced accident. It is believed and therefore averred that State Farm Insurance Company has a full copy of the applicable insurance policy. (A true and correct copy of the applicable declaration page and policy is attached hereto as Exhibit "A").

12. Plaintiff purchased, elected and paid premiums to State Farm Insurance Company to provide coverage for his vehicle with uninsured motorist coverage for bodily injury in the amount of \$100,000.00 on the policy per person.

13. State Farm Insurance Company has been advised of the uninsured status of the tortfeasor.

14. State Farm Insurance Company has been provided with a reasonable opportunity to evaluate Plaintiff's claims and pay Plaintiff all Uninsured Motorist benefits to which he is entitled.

15. By contract, as well as by operation of law, Defendant, State Farm Insurance Company, as the Uninsured Motorist carrier for Plaintiff is required to pay those damages that were sustained by their insured caused by the negligent conduct of the uninsured tortfeasor.

16. It is believed and therefore averred that the value of Plaintiff, Robert Horn's, claim is in excess of the \$100,000.00 bodily limits provided by uninsured motorist benefits.???

17. Despite repeated demands, Defendant, State Farm Insurance Company, has refused to tender the demanded Uninsured motorist policy limits of \$100,000.00 on the claim of Robert Horn. Defendant, through its agent, adjuster, Ashley Christopher, has not made a reasonable offer to resolve Plaintiff's claim.

18. The failure and refusal to pay Plaintiff, Robert Horn, the \$100,000.00 policy limits and to make a good faith offer on the claim for Plaintiff, Robert Horn, is a breach of Defendant's fiduciary duty to its insured under the insurance contract as referenced above.

WHEREFORE, Plaintiff, Robert Horn, demands judgment in his favor and against Defendant, State Farm Insurance Company, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, plus incidental and consequential damages, interest and costs of suit.

Respectfully submitted,

STAMPONE O'BRIEN DILSHEIMER LAW

BY: 

PRINCE HOLLOWAY, ESQUIRE
Attorney for Plaintiff(s)

VERIFICATION

ROBERT HORN, states that he is the Plaintiff herein, that he is acquainted with the facts set forth in the foregoing pleading, that the same are true and correct to the best of his information, knowledge and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read 'Robert Horn', is written over a horizontal line.

ROBERT HORN

EXHIBIT "A"

74RFECS

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State Farm Mutual Automobile Insurance Company

One State Farm Dr.
Concordville, PA 19339

NAMED INSURED

AT 1 003559 0056 3H-9F01-2 A A
HORN, BOBBY
1728 WALLACE ST APT 201
PHILADELPHIA PA 19130-3367

12/7/2018

72340-2-A

MUTL VOL

DECLARATIONS PAGE

NAIC# 25178

PAGE 1 OF 2

POLICY NUMBER 330 7409-E28-38

POLICY PERIOD MAY 28 2018 to NOV 28 2018
12:01 A.M. Standard TimeSTATE FARM PAYMENT PLAN NUMBER
1252335413

AGENT

MICHAEL DECARLO
326 S 19TH ST OFC 2
PHILADELPHIA, PA 19103-2586

PHONE: (215) 772-0100

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2017	AUDI	A3	4DR	WAUB1GFF9H1051252	100060H000

SYMBOLS	COVERAGE & LIMITS	PREMIUM
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000 Property Damage Limit Each Accident \$100,000	\$174.93
C2	Medical Payments Coverage Limit, Each Person \$5,000	\$17.34
D	Comprehensive Coverage - \$500 Deductible	\$64.65
G	Collision Coverage - \$500 Deductible	\$309.36
R1	Emergency Road Service Coverage	\$3.00
R1	Car Rental and Travel Expenses Coverage Limit, Car Rental Expense Each Day, Each Loss 80% \$1,000	\$15.50
U3	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$3.39
W3	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$34.31
F	Funeral Benefits Coverage Each Person, Limit \$2,500	\$.32
Z	Uninsured/Underinsured Coverage	\$12.44
Total Premium for MAY 28 2018 to NOV 28 2018		\$624.14

IMPORTANT MESSAGES

New Policy Form

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. The resulting impact due to the credit portion of the re-rated insurance score will not increase your premium; however, your overall premium may decrease, remain the same, or increase due to other factors impacting your total premium.

CONTINUED

See Reverse Side

10247/03460
10/13/14 10/21/14 10/14/15
11/03/17 01/02/20

Case ID: 200801010

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This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael D. Fyfe
President

THIS MESSAGE APPLIES TO CAR POLICIES:

IF YOU HAVE "COLLISION" COVERAGE ON THIS POLICY, YOU ALSO HAVE "COLLISION" COVERAGE ON ANY RENTED CAR WHILE IT IS DRIVEN BY OR IN THE CUSTODY OF AN INSURED.

PLEASE NOTE THESE LIMITATIONS AND EXCEPTIONS:

1. THIS COVERAGE APPLIES FOR NO MORE THAN 30 CONSECUTIVE DAYS BEGINNING ON THE DAY YOU BEGIN USING THE CAR.
2. THIS AUTOMATIC EXTENSION OF COVERAGE IS FOR COLLISION COVERAGE ONLY. NO OTHER CHARGES IMPOSED BY YOUR RENTAL AGREEMENT ARE COVERED.
3. THIS COVERAGE IS SECONDARY TO OTHER INSURANCE CARRIED ON A RENTED CAR AND IS SUBJECT TO ALL OTHER POLICY PROVISIONS AND APPLICABLE ENDORSEMENTS.

THIS MESSAGE APPLIES TO RECREATIONAL VEHICLE POLICIES:

ANY "PHYSICAL DAMAGE" COVERAGE THAT YOU MAY HAVE ON THIS POLICY DOES NOT APPLY TO RENTED RECREATIONAL VEHICLES.

74RFECS

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State Farm Mutual Automobile Insurance Company

One State Farm Dr
Concordville, PA 19339

72340,2-A

MUTL VOL

DECLARATIONS PAGE

NAIC# 25178

PAGE 2 OF 2

NAMED INSURED 00355 0058
 HORN, BOBBY
 1729 WALLACE ST APT 201
 PHILADELPHIA PA 19139-3367

9H-9F01-2 A A

POLICY NUMBER 830 7409-E28-88

POLICY PERIOD MAY 28 2018 to NOV 28 2018
12:01 A.M. Standard TimeSTATE FARM PAYMENT PLAN NUMBER
1252335413

3 20
 12/7/18

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -
 FORM 9838A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU
 WITH ANY SUBSEQUENT RENEWAL NOTICE.
 609780 LEASED MOTOR VEHICLES (LESSOR AS ADDITIONAL INSURED AND LOSS
 PAYEE) - AUDI FINANCIAL SERVICES, PO BOX 277, MINNEAPOLIS MN 55440-0277.
 61261A AMENDATORY ENDORSEMENT.
 61261B AMENDATORY ENDORSEMENT.
 61261C AMENDATORY ENDORSEMENT.
 61261D AMENDATORY ENDORSEMENT.
 61261E AMENDATORY ENDORSEMENT.
 6938A.1 AMENDATORY ENDORSEMENT.
 THIS POLICY PROVIDES LIMITED TORT OPTION.

Agent: MICHAEL DECARLO

Telephone: (215) 772-0100

Prepared MAY 09 2018 9F01-A3F

10248/03460
 12/23/14 12/24/2014 rate02281
 03CX1 info 9500

fata0254d

Case ID: 200801010

74RFECS

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This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Sydney M. Howell
Secretary

Michael J. Egan
President

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PLEASE NOTE THESE LIMITATIONS AND EXCEPTIONS:

1. THIS COVERAGE APPLIES FOR NO MORE THAN 30 CONSECUTIVE DAYS BEGINNING ON THE DAY YOU BEGIN USING THE CAR.
2. THIS AUTOMATIC EXTENSION OF COVERAGE IS FOR COLLISION COVERAGE ONLY. NO OTHER CHARGES IMPOSED BY YOUR RENTAL AGREEMENT ARE COVERED.
3. THIS COVERAGE IS SECONDARY TO OTHER INSURANCE CARRIED ON A RENTED CAR AND IS SUBJECT TO ALL OTHER POLICY PROVISIONS AND APPLICABLE ENDORSEMENTS.

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ANY "PHYSICAL DAMAGE" COVERAGE THAT YOU MAY HAVE ON THIS POLICY DOES NOT APPLY TO RENTED RECREATIONAL VEHICLES.

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PLEASE ATTACH TO YOUR POLICY BOOKLET

Policy Number: 330 7409-E28-38
Sheet 1 of 2

6126LN AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. THIS POLICY

The following is added (this replaces item 1. of endorsement 6938A.1):

5. Your purchase of this policy may allow:
 - a. you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
 - b. the premium or price for other: (1) insurance; (2) financial; (3) vehicle; (4) home; (5) electronic; or (6) travel products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

2. LIABILITY COVERAGE

Insuring Agreement and Supplementary Payments are replaced by the following:

Insuring Agreement

1. We will pay damages an *insured* becomes legally liable to pay because of:
 - a. *bodily injury* to others; and
 - b. damage to property

caused by an accident that involves a vehicle for which that *insured* is provided Liability Coverage by this policy.

2. We have the right to:

- a. investigate, negotiate, and settle any claim or lawsuit;
- b. defend an *insured* in any claim or lawsuit, with attorneys chosen by us; and
- c. appeal any award or legal decision for damages payable under this policy's Liability Coverage.

Supplementary Payments

We will pay, in addition to the damages described in the Insuring Agreement of this policy's Liability Coverage, those items listed below that result from such accident:

1. Attorney fees for attorneys chosen by us to defend an *insured* who is sued for such damages. We have no duty to pay attorney fees incurred after we deposit in court or pay the amount due under the Insuring Agreement of this policy's Liability Coverage;
2. Court costs awarded by the court against an *insured* and resulting from that part of the lawsuit:
 - a. that seeks damages payable under this policy's Liability Coverage; and
 - b. against which we defend an *insured* with attorneys chosen by us.

We have no duty to pay court costs incurred after we deposit in court or pay the amount due under the Insuring Agreement of this policy's Liability Coverage.

3. Interest the *insured* is legally liable to pay on damages payable under the Insuring Agreement of this policy's Liability Coverage:

- a. before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages pay; or
 - (2) this policy's applicable Liability Coverage limit; and
- b. after a judgment.

We have no duty to pay interest that accrues after we deposit in court, pay, offer to pay, the amount due under Insuring Agreement of this policy's Liability Coverage. We also have duty to pay interest that accrues on damages paid or payable by a party other than the *insured* or us;

4. Premiums for bonds, provided by company chosen by us, required to appeal a decision in a lawsuit against *insured*. We have no duty to:

- a. pay for any bond with a fee amount that exceeds this policy's applicable Liability Coverage limit;
- b. furnish or apply for any bonds; or
- c. pay premiums for bonds purchased after we deposit in court, pay, or offer to pay, the amount due under Insuring Agreement of this policy's Liability Coverage; and

5. The following costs and expenses if related to and incurred after a lawsuit been filed against an *insured*:

- a. Loss of wages or salary, but not of income, up to \$200 for each day *insured* attends, at our request; (1) arbitration; (2) a mediation; or (3) trial of a lawsuit; and
- b. Reasonable expenses incurred at an *insured* at our request other than



loss of wages, salary or other income.

The amount of any of the costs or expenses listed above that are incurred by an *insured* must be reported to us before we will pay such incurred costs or expenses.

3. GENERAL TERMS

a. The following is added to 2. Where Coverage Applies:

Death, Dismemberment and Loss of Sight Coverage applies worldwide.

b. The following is added (this replaces item 5.a. of endorsement 6939A.1)

Limited Coverage in Mexico

This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If you or any other *insured* plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

Subject to the above paragraph, the following coverages apply in Mexico, but only for accidents and losses that occur in Mexico within 50 miles of the United States of America border and only for *insureds* as defined under each of the following coverages:

a. Liability Coverage

b. Medical Payments Coverage; Extraordinary Medical Payments Coverage; Loss of Income Coverage; Funeral Benefits Coverage

c. Physical Damage Coverages

Any amount payable for the repair or replacement of the *covered vehicle* under this policy will be limited to the cost to repair or replace the *covered vehicle* in the United States of America.

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PLEASE ATTACH TO YOUR POLICY BOOKLET

Policy Number: 330 7409-E28-38

6126MT AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

THIS POLICY

The following has been added to item 5:

Your purchase of this policy may allow *you* to purchase an excess and surplus lines policy from the *State Farm Companies*, subject to applicable eligibility rules.

6126MV AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE**If Other Liability Coverage Applies**

The following is added to item 2:

The Liability Coverage provided by a motor vehicle loaned to *you* by a motor

1. transported;
2. serviced;
3. repaired; or
4. inspected

by that motor vehicle dealer. Such a remuneration in the form of a fee, re

2. PHYSICAL DAMAGE COVERAGES**If Other Physical Damage Coverage or**

The following is added to item 3:

The Comprehensive Coverage and its primary coverage for a *loss* to a motor *your car* is being:

1. transported;
2. serviced;
3. repaired; or
4. inspected

by that motor vehicle dealer. Such a remuneration in the form of a fee, re

NT

cept for the changes this endorsement makes, all other apply to this endorsement.

this policy applies as primary coverage for the use of a for vehicle dealer while *your car* is being:

motor vehicle must be loaned to *you* without financial rental charge, or lease charge paid directly by *you*.

Similar Coverage Applies

Collision Coverage provided by this policy apply as, r vehicle loaned to *you* by a motor vehicle dealer while

motor vehicle must be loaned to *you* without financial rental charge, or lease charge paid directly by *you*.

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PLEASE ATTACH TO YOUR POLICY BOOKLET

Policy Number: 330 7409-E28-38
Sheet 2 of 2

6938A.1 AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. THIS POLICY

The following is added:

5. Your purchase of this policy may allow you to purchase certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other policies from the *State Farm Companies*, subject to their applicable eligibility rules.

2. DEFINITIONS

- a. *Serious injury* is changed by deleting item 1.0 and adding the following:

4. An individual otherwise bound by the limited tort election shall retain full tort rights if injured while an occupant of a private passenger motor vehicle if that vehicle is described on a policy under which full tort rights were elected and that individual is:

- a. residing in the household of any individual identified by name as an insured under that policy; and
- b. either:

- (1) a spouse or other relative of any individual identified by name as an insured under that policy; or
- (2) a minor in the custody of either such named insured or relative of such named insured.

- b. *State Farm Companies* is changed to read:

State Farm Companies means one or more of the following:

1. State Farm Mutual Automobile Insurance Company;
2. State Farm Fire and Casualty Company; and
3. Subsidiaries or affiliates of either 1. or 2. above.

3. LIABILITY COVERAGE

Exclusions

- a. Exclusion 2. is deleted.
- b. The exception to exclusion 8. is changed to read:

This exclusion does not apply to:

- a. you;
 - b. any *resident relative*; or
 - c. any agent, employee, or business partner of a. or b. above
- while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*.

- c. The exception to exclusion 11. is changed to read:

This exclusion does not apply to damage to a:

- a. motor vehicle *owned by the employer of you or any resident relative* if such damage is caused by an *insured* while operating another motor vehicle;

4. UNINSURED MOTOR VEHICLE COVERAGES

Additional Definitions Coverages and U3

Item 2. under "*Uninsured Motor Vehicle*" means a land motor vehicle." is changed to read:

2. the owner and driver of which main unknown and which can *bodily injury* to the *insured*.

5. GENERAL TERMS

- a. The following is added to 2. *With Coverage Applies*:

Liability Coverage, Medical Payments Coverage, Extraordinary Medical Payments Coverage, Loss of Income Coverage, Funeral Benefits Coverage, and Physical Damage Coverages also apply Mexico within 50 miles of United States of America border. A Physical Damage Coverage in Mexico is determined on the basis of cost at the nearest United States of America point. Death, Dismemberment and Loss of Sight Coverage applies wherever in the world.

- b. The following is added to 4. *Change of Policy Address* to This Policy:

d. *Change of Policy Address*
We may change the named insured's policy address as shown on the Declarations Page and our records to the most recent address provided to us by:



(1) per of
(2) the United States Postal Service.

c. 7. Nonrenewal is changed to read:

7. Nonrenewal

If we decide not to renew this policy:

a. because a named insured's driver's license or motor vehicle registration has been under suspension or revocation during the policy period, then at least 15 days before the end of the current policy period; or

b. for any other reason, then at least 60 days before the end of the current policy period

we will mail or deliver a nonrenewal notice to the most recent policy address that we have on record for the named insured who is shown on the Declarations Page. The mailing of the notice will be sufficient proof of notice.

d. The first sentence of b. **How and When We May Cancel of 8. Cancellation** is changed to read:

We may cancel this policy by mailing or delivering a written notice to the most recent policy address that we have on record for the named insured who is shown on the Declarations Page.

e. Item b. of 13. **Legal Action Against Us** is deleted.